

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR THE DEPARTMENT OF INFORMATION
TECHNOLOGY***

REQUEST FOR PROPOSAL:

**DESIGN AND IMPLEMENTATION OF A NEW CITY WEBSITE,
CONTENT MANAGEMENT SYSTEM AND SELECT FEATURES**

RFP #11-57

Proposal Submittal Date Opening: February 25, 2011 at 12:30 p.m.

FEBRUARY 2011

Setti D. Warren, Mayor

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

February 18, 2011

ADDENDUM #1

REQUEST FOR PROPOSAL #11-57

CITY WEBSITE DESIGN

THIS ADDENDUM IS TO: **Answer the following Questions:**

Q1. Who has developed the existing website?

A1. The City of Newton IT Department developed and maintains the website.

Q2. Is there any Content Management Systems available on the site at the moment? / How do you maintain the site currently?

A2. There is no content management system currently on the site. The IT Department posts material at the request of staff from each City department.

Q3. Are there any parts of the site that are linked / powered by any databases (other than property database)? If so, can you please provide some descriptions?

A3. No.

Q4. Will all the current contents of the site be transferred to the new website?

A4. We expect to purge obsolete material from the site, but cannot quantify the amount at this time. All remaining contents will be transferred to the new website.

Q5. The RFP introduction on page 2 says that the project is about to redesign and enhance www.newtonma.gov. But in the following General Background section, it is mentioned that, "The City is interested in a design that would better unite the Library and Police sites with the City site while permitting separate operation."... Should this be interpreted as that the City would like to include those 2 websites into this project? If so, will those 2 sites keep on using their separate domain names?

A5. Redesign of the Library site is not included in this project. The City may, however, wish to incorporate some of the design features of the new City site into the Library site in the future. The Library will continue to use its separate domain name. Redesign of the Police website is included in this project. We have not determined whether the Police site will continue to use its separate domain name.

Q6. In the Website Objectives section, item g, it is required to accommodate portal pages for external applications (bill payments & assessing database)... can you please provide more information on this request? Should we interpret this as the site will have private sections? If so, who will be the users and how those users will be assigned?

A6. The site will not have private sections. The new design shall provide links to external sites such as bill paying.

Q7. What kind of online payments will be done online through the site?

A7. Online payments will be handled by links to external sites only.

Q8. The RFP requires the website to support mobile devices. Can you please provide more information on the support level that is desired?

A8. The City expects the new site to be compatible with mobile devices and seeks input from vendors regarding this objective.

Q9. The current website is using third party websites (such as Unipaygold, Kelley & Ryan Assoc.) to collect and process online payments. Is this going to be similar in the new site, or would City like to integrate a payment solution (such as PayPal, Authorize.NET) to the website? If, City wants to have an integrated payment solution, could you please provide information on the selected payment gateway?

A9. The City will continue to use its current online payment solutions.

Q10. Hosting Related Questions:

Would the City be interested in hosting with us and learning about hosting services?

A10. No. The City intends to continue to host the website.

Q11. Looking over the Web Server information provided in the Attachment A, we would like to note that the new site should not be hosted in the current webserver (which has Windows Server 2000 with IIS 4) as it is not supported. So, we think that the City will need to invest into new hardware and renew the web server. Under this circumstance, can the City let us know, which technology they would like to pursue? Would they be replacing the servers with Linux and host a php solution or keep it as a Windows based server and host a .NET solution?

A11. Proposals must describe the minimum hardware requirements to run the vendor recommended software efficiently.

Q12. Will three district designs need to be delivered - for the city, police department, and library?

A12. No.

Q13. What transactions will need to be moved online? Will any of these transactions require credit card processing? Where will the data for these transactions be stored?

A13. No transactions requiring credit cards will need to be moved online under this contract.

Q14. In relation to "allowing users of all skill levels the opportunity and means to update assigned sections of the website", which sections of the website will people have limited access to edit? Will controls for content access/editing need to be controlled on a page by page basis?

A14. We expect that all editing rights will be assigned on a Department specific basis.

Q15. Please provide a use case for the type of notifications that will be sent to people via SMS messages? Will social media also be used as a means to notify people?

A15. For example, when an emergency alert is posted on the City home page, an SMS text message will be automatically generated for subscribers. Yes, social media will also be used as a means to notify people.

Q16. How will portal pages need to be incorporated into the website - via a menu item linking to an external page or actually displaying the portal page within a page on the website? What portals will need to be incorporated?

A16. No portal pages need to be incorporated into the website. The new design should allow for links to external sites.

Q17. Will you accept proposals for use of a third-party job board for accepting and managing job applications?

A17. Yes

Q18. The RFP mentions "The City is interested in a design that would better unite the Library and Police sites with the City site while permitting separate operation." Are you looking to have the same look and feel as the Library & Police sites?

A18. Redesign of the Library site is not included in this project. The City may, however, wish to incorporate some of the design features of the new City site into the Library site in the future. Redesign of the Police website is included in this project.

Q19. The RFP mentions "The City does not propose to make any changes to the School site." Are you looking to redesign Library & Police sites?

A19. Redesign of the Library site is not included in this project. The City may, however, wish to incorporate some of the design features of the new City site into the Library site in the future. Redesign of the Police website is included in this project.

Q20. Who currently maintains the three city department sites and who was the designer of those sites?

A20. The City's IT Department designed and maintains the main site. The Library and Police Department each manage the design and maintenance of their sites.

Q21. Are you looking to create a mobile WAP site in addition to your new site or just have the new site compatible?

A21. No the City does not intend to create a mobile WAP site, but we do expect the new site to be compatible with mobile devices and we seek input from vendors regarding this objective.

Q22. Are you looking to set up an SMS text messaging alert system?

A22. Yes.

Q23. How important are social media aspects? You currently have a running twitter account but it is difficult to find on your current site.

A23. We make little use of social media aspects now, but are interested in hearing recommendations from vendors regarding enhanced use of them.

Q24. Can a Business based in India or outside USA apply for this RFP and work remotely, provided they meet required standards for this service?

A24. All vendors must register with the Secretary of State in order to do business in the Commonwealth of Massachusetts.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.



Rositha Durham
Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL NO. 11-57

DESIGN AND IMPLEMENTATION OF A NEW CITY WEBSITE, CONTENT MANAGEMENT SYSTEM AND SELECT FEATURES

DECISION TO USE COMPETITIVE SEALED PROPOSALS

The Chief Procurement Officer has determined that in order to select the most advantageous proposal for The Design and Implementation of a New City Website, Content Management System and Select Features for the City of Newton, comparative judgments of technical factors, in addition to price, will be necessary.

INTRODUCTION

The City of Newton seeks proposals from vendors to redesign and enhance its current website, www.newtonma.gov. While the nature and content of the website are not expected to change substantially, the City's goal is to make significant improvements in the website's overall appearance and navigability. The website shall be organized from the user's perspective – resident, visitor and business users; and the City seeks to create an intuitively accessible navigation scheme that emphasizes self-service options as part of an aesthetically pleasing and vibrant site. The City will continue to host the website. The City seeks to make improvements to the site in a tight timeframe and will view proposals that accommodate a short implementation schedule favorably.

GENERAL BACKGROUND

The City's website was originally launched years ago and the most recent minor redesign occurred in January 2010. The website contains a wealth of material, but navigation is difficult for many users and updating of information by staff is often hard to manage.

The City's website operates primarily on one server, with a second server running self-service applications for the Treasurer's Office and a third server running the Assessing Department's property database. The website currently contains: over 118,000 files; 15,000 PDFs; 22,500 images; 7,500 htm, html or asp files; and 620 audio files with an average size of 50mb each. Additional technical information is included in Attachment A.

Three City departments operate and maintain their own websites: Newton Public Schools, the Newton Free Library, and the Newton Police Department. The City is interested in a design that would better unite the Library and Police sites with the City site while permitting separate operation. The City does not propose to make any changes to the Schools site.

A. ANTICIPATED RFP SCHEDULE

RFP issued	February 10, 2011
Deadline for submitting questions	February 16, 2011, noon.
Proposals due	February 25, 2011, 12:30 p.m.
Interviews of finalists in Newton	Week of March 7, 2011
Award of contract	Week of March 14, 2011
Services commence	April 2011

PROPOSAL SUBMISSION

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, § 6, to the Chief Procurement Officer in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459 **NO LATER THAN 12:30 p.m. February 25, 2011.**
Proposals must be submitted in two separate sealed envelopes, one marked "Technical Proposal" the other marked

“Price Proposal”. Price Proposals shall NOT be submitted with Technical Proposal. Any Technical Proposal containing any part of a Price Proposal shall be deemed non-responsive.

Ten (10) copies of the Technical Proposal must be submitted in a sealed envelope, plainly marked:

Technical Proposal, RFP #11-57

“Design & Implementation of City Website”

along with your company name on the front of the envelope.

One (1) copy of the Price Proposal, sealed and marked RFP #11-57

“Design & Implementation of City Website”

along with your company name on the front of the envelope

Faxed proposals shall not be accepted.

Proposals will not be opened publicly. Proposal contents will be kept confidential and not disclosed until after the evaluation and award. A listing of proposers will be available online at: www.ci.newton.ma.us/bids.

The submission proposals must be addressed to:

City of Newton
Purchasing Dept.
ATTN: Rositha Durham, CPO
1000 Commonwealth Ave.
Newton, MA 02459

Proposals received after the deadline will not be considered. The name of all parties submitting proposals will be recorded but no proposal content will be made public until the City has completed the evaluation of the submittals.

- B. **QUESTIONS:** Inquiries involving procedural or technical matters shall be in writing to purchasing@newtonma.gov or faxed to the Chief Procurement Officer no later than 12:00 noon February 16, 2011:

Rositha Durham, *Chief Procurement Officer*
City of Newton, Purchasing Department
1000 Commonwealth Avenue
Newton, MA 02459
(617) 796-1227

- C. **EXAMINATION OF DOCUMENTS:** Each proposer shall be satisfied as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information. Any questions must be submitted in writing to the Chief Procurement Officer at the above address or may be faxed at 617-796-1227.
- D. **EVALUATION OF PROPOSALS:** The Technical proposals shall be evaluated by an Evaluation. They shall prepare their evaluations based on the criteria contained herein. An interview may be required as part of the evaluation of this proposal.
- E. The contract award will be made within 60 days, only to a responsive and responsible proposer who is determined to be the most advantageous taking into consideration evaluative criteria and is capable of performing the services contemplated and meeting the minimum criteria set forth in the RFP. Each proposal will be screened in order to determine whether it meets all of the proposal submission requirements as described in the RFP.

SCOPE OF WORK

The City invites prospective respondents to submit proposals for the redesign of the website for the City of Newton, implementation of a web content management system (CMS) and introduction of some new features.

1) Website Objectives

The City seeks to accomplish a number of objectives by developing a new website. These objectives focus both externally on website visitors and internally on website administrators. The redesigned website should meet the following overarching goals:

- a) Provide accurate, current, comprehensive information to the City's audiences, in a visually appealing, cohesive, user-friendly way.
- b) Move transactions online, providing convenience for residents and businesses and convenience and efficiency for the City.
- c) Simplify website administration, allowing users of all skill levels the opportunity and means to update assigned sections of the website.
- d) Comply with Section 508 of the Rehabilitation Act of 1973 in all areas.
- e) Offer a variety of communication methods to keep audiences up-to-date, including e-mail notifications, SMS text messages, RSS feeds, and potentially live streaming.
- f) Build upon proven and accepted website development standards while maintaining the flexibility to easily grow and add new functionality for audiences and administrators over time and with minimal cost.
- g) Accommodate portal pages for external applications, e.g. online bill payment systems, assessing database.

2) Design Guidelines

The design of the website should be welcoming, attractive and easy to navigate. The final version of the design should be a collaborative effort between the City and the vendor.

- a) Website design must maintain consistency in uniformity throughout all pages to maximize usability, except where differentiating between departments and / or sections of the website as requested by the City.
- b) Website design and associated elements should comply with Section 508 of the Rehabilitation Act of 1973.
- c) Ownership of the website design and all content should be transferred to the City upon completion of the project.
- d) Design must accommodate portal pages for external applications, e.g. online bill payment systems, real property assessing database.
- e) The vendor's proposal should include examples of previous designs and links to these sites.

3) Web Content Management System (CMS) Guidelines

- a) The proposal shall include the implementation of a content management system that allows non-technical content contributors the following abilities:
 - A way to add, edit and move content directly on an assigned webpage without the need to use or be trained on a back-end administrative system.
 - Content contributors must have the option to use pre-created page templates to assist in the formatting and development of new content.
 - The CMS should automatically create and update a sitemap and on-page breadcrumbs when content is added, edited or removed from the site.
 - Content added to the site shall feature delayed posting and automatic expiration abilities.
- b) The content management system shall also include the following features for use by advanced administrative users:
 - Administrators shall have the ability to add, edit, update and move menu items, affecting overall site structure and organization.
 - Reports detailing broken links on the website and all changes and activity taking place on the website through content contributors and administrators.

- A separate history report detailing user login history, the IP address of the user and whether or not the login attempt was successful
 - Reports detailing use of site, including number of hits and visits to various pages.
 - The ability to manage administrative access to the site through a user permission system.
 - A page and menu structure system that allows the addition of multiple pages and menu levels.
- c) Training and support for content managers and advanced administrative users may include:
- Access to support materials including online training manuals, support FAQs, and other forms of customer support.
 - Access to live support via e-mail or phone during vendor's normal business hours.
 - Designated administrators shall have access to live support via phone for emergencies.

4) Modular Applications and Features

The City is interested in introducing additional features to its website. Proposals may include the vendor's ability to provide the following, but not limited to the features below:

- a) Agendas, minutes, and archives
- A document repository specifically designed for agendas, minutes and other historical documents, with built-in filtering abilities and search capabilities
- Event calendars
- An event calendar application that permits multiple categories and items, with the following features:
 - single events or recurring events
 - space for full descriptions including the ability to post images, tables and video within the description
 - ability to view calendars by a list of events, a week view or a month view
 - ability to filter by category, a start date and an end date, and search for keywords
 - post events automatically to an RSS feed
 - importable into major calendar applications
- Emergency alerts
- Easily visible and changeable emergency alert notifications that link to critical on-site information
- Job postings
- A job posting application designed to display jobs for multiple departments with filtering options by status
 - An online job application system that allows site visitors to create an online profile with employment and background information, upload supporting documentation and apply for jobs posted in the job-posting application
- News and announcements
- A news and announcements application that allows multiple news categories with the following features:
 - Ability to feature news and announcements on individual pages and in multiple structural areas of the site
 - Each news category shall, if desired, post events automatically to an RSS feed
 - Ability for site visitors to subscribe to updates from individual news categories through e-mail, text messages, and RSS feeds
 - Subscription functionality that allows site visitors to subscribe to one or more on-site topics and receive updates through an e-mail
 - Ability to create professional HTML newsletters through the subscription service and deliver to an unlimited number of subscribers
- Staff directory
- A staff directory with unlimited levels of departments, sub-departments, divisions and groups, with options for expanded staff biographies and images

5) Other Requirements

- a) The website must run efficiently for customers using a variety of modern web browsers.
- b) The website must support mobile devices.
- c) The website must include comprehensive search features for all content.
- d) The vendor must provide on-site training for up to 12 administrator users and up to 25 contributing (content maintaining) users.
- e) The vendor must provide support services to up to 12 nominated users to assist them with ongoing maintenance of the site.

D. QUALITY REQUIREMENTS

To be considered for evaluation, a proponent's proposal must respond to all of the following requirements:

1) Experience and Past Performance

The proposal must provide a summary of the firm's history, experience and portfolio that includes the following:

- Top redesign website projects that have been completed in the last three calendar years (*i.e.*, since January 1, 2008). Include scope, timeline, resources, and references.
- Provide details of projects associated with municipal or other government organizations, if any.
- A minimum of three years experience in website design.

2) Qualifications and Key Personnel

- The proposal must provide the resumes and qualifications of key personnel and team members who will be involved in this project, including their roles and responsibilities.

3) References

- The proposal must include a number of references familiar with the vendor's work from a customer perspective. Refer to Section F (COMPARATIVE EVALUATION CRITERIA).

4) Scope of Work and Project Approach

- The proposal must provide project workflow (including the hours anticipated to be spent by each individual during each phase of the project) and timeline of website redesign completion.
- The timeline should attempt not to exceed five months, enabling a go live date of the new website prior to Labor Day, 2011. The City will view proposals that accommodate very tight implementation schedules favorably.
- The proposal must describe in detail how the firm will make improvements to the navigation, ease of use and functionality of the City's website.
- The proposal must describe how the firm will address the aesthetic look and feel of the web site in appearance. Proposals may present redesign mock-ups and concepts to be considered by the City. Please note that the final redesign concept will be determined by the City.
- The proposal must identify the process that will be implemented to facilitate communications with the City.
- The proposal must list the software that will be used to create the site, including all graphics software and recommended software and licenses the City will need to maintain the website.
- The proposal must describe the minimum hardware requirements (servers, but also desktops/laptops) to run the recommended software efficiently.

5) Total Contract Price

The proposal must provide (in a separate envelope) the total contract price for the work to be performed under this contract. The price proposal in the separate envelope should include, in addition to the total contract price, the price for each of the following tasks in proposed scope of work: Design, Content Management System, and Additional Features. Additional Features should include separate pricing, as appropriate, for: agenda, minutes, and archives; event calendars; emergency alerts; job postings; news and announcements; and staff directory. If combining these features would save bandwidth, time or money, please provide that information. Please note that all pricing whether total or by task must be in a separate envelope from the rest of the proposal.

E. EVALUATION OF PROPOSALS

All proposals will be reviewed by an Evaluation Committee in accordance with M.G.L. Chapter 30B. Final selection will be based upon an evaluation and analysis of the information and materials required under the RFP, including information obtained by direct contact with references.

Based on a review of the written proposals, certain respondents may be asked to participate in an on-site interview and presentation. Respondents should, therefore, be prepared to travel to Newton for this interview during the week of March 7, 2011. The project manager and other personnel who will be working on the project on a day-to-day basis should be present at the interview. Interview participants will be expected to demonstrate examples of their work and answer questions from the Evaluation Committee. The City will not assume any travel costs related to these interviews.

Proposals that meet the Quality Requirements described in Section D will be reviewed for responsiveness to the Comparative Evaluation Criteria below. Each member of the Evaluation Committee will assign a rating of *Highly Advantageous*, *Advantageous*, *Not Advantageous* or *Unacceptable*, to each comparative evaluation criterion. Based on these evaluation criteria ratings, a composite rating by each evaluator will be determined for each proposal.

After the evaluations and interviews are complete, the price proposals will be opened. The price proposals will be evaluated and ranked based on total price. The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the price proposal. The City will award the contract to only one responsive and responsible vendor submitting the most advantageous proposal taking into consideration the proposals' quality requirements, evaluation criteria and composite ratings, interviews, references and prices. Before awarding the contract, the City may request additional information from the vendor. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

F. COMPARATIVE EVALUATION CRITERIA

The proposals will be evaluated based on the criteria listed below, and scored as follows: Highly Advantageous, Advantageous, Not Advantageous and Unacceptable.

1.) Evaluation of Firm's Prior Website Designs

Highly Advantageous: Firm's prior website designs consistently incorporate all of the elements that the City desires its own website to have, including visual appeal and user-friendly navigation.

Advantageous: Firm's prior website designs incorporate most, but not all, of the elements that the City desires its own website to have.

Not Advantageous: Firm's prior website designs incorporate only some of the elements that the City desires its own website to have.

Unacceptable: Firm's prior website designs do not demonstrate an ability to accomplish the City's objectives.

2.) Evaluation of Firm's Content Management System Proposal

Highly Advantageous: Firm's CMS proposal incorporates all of the elements described in the City's scope of work guidelines, including the means for users of all skill levels to update assigned sections of the website.

Advantageous: Firm's CMS proposal incorporates most, but not all, of the elements described in the City's scope of work guidelines.

Not Advantageous: Firm's CMS proposal incorporates only some of the elements described in the City's scope of work guidelines.

Unacceptable: Firm's CMS proposal does not incorporate the elements described in the City's scope of work guidelines.

3.) Proposed Scope of Work and Project Approach

Highly Advantageous: Proposed scope of work and project approach demonstrates that the firm has a comprehensive understanding of the City's objectives and the means by which they are to be realized.

Advantageous: Proposed scope of work and project approach appears adequate to accomplish most of the City's objectives in a reasonable manner.

Not Advantageous: Proposed scope of work and project approach appears adequate to accomplish some of the City's objectives in a reasonable manner.

Unacceptable: Proposed scope of work and project approach does not demonstrate an ability to accomplish the City's objectives.

4.) Qualification of Key Personnel Assigned to Project

Highly Advantageous: Six or more years of related experience, some with a municipality.

Advantageous: More than three, but less than six, years of related experience.

Not Advantageous: Less than three years of related experience.

Unacceptable: No related experience.

5.) Firm's Experience and Past Performance

Highly Advantageous: Six or more years of related experience, some with a municipality.

Advantageous: More than three, but less than six, years of related experience.

Not Advantageous: Less than three years of related experience.

Unacceptable: No related experience.

6.) References

Highly Advantageous: The Proposer has more than five (5) favorable references on similar projects.

Advantageous: The Proposer has between three (3) and five (5) favorable reference on similar projects.

Not Advantageous: The Proposer has one or two favorable references on similar projects.

Unacceptable: The Proposer has no favorable reference on similar projects.

7.) Firm's Capacity to Complete Project in a Timely Manner

Highly Advantageous: Proposed timeline for completion of project is very rapid, and reasonable, given the proposed scope of work and project approach.

Advantageous: Proposed timeline for completion of project is rapid, and reasonable, given the proposed scope of work and project approach.

Not Advantageous: Proposed timeline for completion of project is acceptable given the proposed scope of work and project approach.

Unacceptable: Proposed timeline for completion is unreasonable, either because it is too rushed or too slow, given the proposed scope of work and project approach.

RULE FOR AWARD

The City will select the responsive and responsible vendor submitting the most advantageous proposal, taking into consideration the vendor's experience, staff capacity, references and plan of services as well as the proposal price.

CONTRACT PERIOD

The contract period shall extend for a period of one year from the date of contract execution.

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CITY OF NEWTON
DEPARTMENT OF PURCHASING
PRICE PROPOSAL #11-57

- A. The undersigned proposes to supply the services specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

DESIGN AND IMPLEMENTATION OF CITY WEBSITE

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications. This form must be completed and placed in a separately sealed envelope **“Price Proposal.”**

- B. This proposal includes addenda number(s) _____, _____, _____, _____,
- C. The proposed contract price is:

1. DESIGN COST \$ _____

2. CONTENT MANAGEMENT SYSTEM \$ _____

3. ADDITIONAL FEATURES: \$ _____

Please specify additional features:

4. TOTAL COST \$ _____

D. Annual Maintenance \$ _____

Please specify:

Name of Firm _____
(Please Print)

Address: _____

Telephone / FAX#: _____ / _____

E-mail address: _____

- E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the

Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Proposer)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

NOTE: If the proposer is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and proposal prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Request for Proposal, the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Request for Proposal requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original proposal in the Office of the Purchasing Agent. Failure to do so will lead to rejection of proposal. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the

material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this proposal.

The forms are provided for informational purposes only.

None of the following forms are required at the time of proposal submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Eleven by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's proposal the following item or items:

DESIGN AND IMPLEMENTATION OF CITY WEBSITE

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Proposal #11-57 issued by the Purchasing Department;
- c. The Project Manual for Supply and Deliver DESIGN AND IMPLEMENTATION OF CITY WEBSITE including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Drawings or Descriptive Materials;
- d. Addenda Number(s) _____;
- e. The Proposal Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of this contract shall **extend 12 months from date of the contract execution.** Total payments under this contract shall not exceed \$ _____ unless the contract total has been increased by a duly executed change order. The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. **QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Proposal Response.
- VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage, which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- XII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.

- XIV. INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to his works and furnish every facility for properly inspecting such equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from his obligation to comply in all respects with the contract.
- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Work or Purchase Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
 - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Title _____

Date _____

Affix Corp Seal Here

City funds in the amount of \$ _____
are available in account number _____

I further certify that the Mayor, or his designee,
is authorized to execute contracts and
approve change orders.

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Director of Information Technology

Date _____

Approved as to Legal Form and
Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY – CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

ATTACHMENT A: ADDITIONAL TECHNICAL INFORMATION

	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10
Total Page Views	944,300	869,715	1,144,155	1,004,351	1,229,330	1,015,413
Total Page Views Per Day	29,509	29,990	35,754	32,398	38,416	32,755
Avg by Visitor	4.58	4.72	5.31	5.04	5.90	5.36
Visitors	206,352	184,095	215,485	199,219	208,520	189,589
Visitors per Day	6,448	6,348	6,733	6,426	6,516	6,115
Total Bandwidth	1.48 gb	1.34 gb	1.64 gb	1.47 gb	1.77 gb	1.60 gb
5 Most Popular Pages	1. homepage 44,493	homepage 40,496	homepage 49,328	homepage 42,994	homepage 52,389	homepage 42,876
5 Most Popular Pages	2. Assessors 56,011	Assessors 49,544	Assessors 60,200	Assessors 54,847	Assessors 53,400	Assessors 55,679
5 Most Popular Pages	3. deptlisting 12,221	deptlisting 10,296	deptlisting 12,742	deptlisting 10,905	deptlisting 9,930	deptlisting 10,331
5 Most Popular Pages	4. billpay 5,038	billpay 6,625	billpay 7,650	billpay 5,239	billpay 4,735	currentbids 4,234
5 Most Popular Pages	5. results 4,374	currentbids 3,985	results 4,791	results 4,338	currentbids 4,381	parkshome 4,035

	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10
Total Page Views	1,605,878	1,374,209	1,517,084	1,658,864	918,385	866,747
Total Page Views Per Day	50,183	42,944	48,938	51,839	29,625	27,085
Avg by Visitor	7.86	7.50	8.61	8.85	4.89	5.17
Visitors	204,329	183,216	176,275	187,432	187,872	167,721
Visitors per Day	6,385	5,725	9	9	6,058	5,241
Total Bandwidth	1.90 gb	1.90 gb	1.81 gb	1.89 gb	1.67 gb	1.5 gb
5 Most Popular Pages	1. homepage 45,868	homepage 39,810	homepage 42,407	homepage 46,342	homepage 42,466	homepage 39,213
5 Most Popular Pages	2. Assessors 60,900	Assessors 61,940	Assessors 74,219	Assessors 65,000	Assessors 2003 49,14	Assessors 52,000
5 Most Popular Pages	3. deptlisting 10,159	deptlisting 10,312	deptlisting 9,739	Deptlisting 9,877	Deptlisting 10,522	deptlisting 9,672
5 Most Popular Pages	4. billpay 5,261	billpay 4,611	billpay 3,751	billpay 5,348	billpay 4,046	dpw 4,068
5 Most Popular Pages	5. currentbids 4,270	currentbids 3,723	results 3,334	results 4,050	results 3,553	billpay 3,820

Note on Popular Pages: Assessors is a total of 3 pages, deptlisting is the page listing all departments, results is the google search results screen.

Web server information:

Current Webserver HP DL380 running Windows Server 2000, SP4, with IIS 4
Majority of site 80 gb of disk space with roughly 7 gb free

Second Webserver HP DL380G5, Windows Webserver 64 bit, SP2, IIS6
Munis Self-Service app 800gb disk space, 8 gb RAM

Third Webserver HP DL380G5, Windows Webserver 64 bit, SP2, IIS6
Assessing Dept. app